

## ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

1. AGREEMENT NO.  
HAA031N00

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (Check one)  
☐ GRANT  
☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER  
Martina See  
Bureau of Land Management  
333 SW First Ave (P.O. Box 2965)  
Portland, OR 97208  
(503)808-6221

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT  
Jim Thrailkill  
McKenzie Watershed Council  
P.O. Box 53  
Springfield, OR 97477  
1-541-687-9076

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE  
Emily Rice  
Bureau of Land Management, Eugene District Office  
2890 Chad Drive (PO Box 10226)  
Eugene OR 97408  
(541)683-6776

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER  
Juan Welsh  
Same as above

8. PROGRAM STATUTORY AUTHORITY  
See Assistance Agreement

9. STARTING DATE  
August 2003

10. EFFECTIVE DATE  
August 2003

11. COMPLETION DATE  
August 2008

12. TYPE OF RECIPIENT (Check one)  
STATE

- ☐ LOCAL GOVERNMENT  
☐ INDIAN TRIBAL GOVERNMENT  
☐ EDUCATIONAL INSTITUTION  
☐ INDIVIDUAL  
☐ FOR-PROFIT ORGANIZATION  
☐ NON-PROFIT ORGANIZATION  
☒ OTHER (SPECIFY) Watershed Council

13. FUNDING INFORMATION

	Recipient	BLM
This obligation	\$ _____	\$ _____
Previous obligation	\$ _____	\$ _____
Total obligation	\$ _____	\$ _____
Share Ratio	_____ %	_____ %

14. ACCOUNTING AND APPROPRIATION DATA

Obligation of funds will occur through the issuance of task orders. *ASAP*

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES

Provide funds for assessments, restoration projects and education in the McKenzie Watershed that would benefit public lands.

16a. NAME AND TITLE OF SIGNER (Type or print)  
Juan Welsh, Projects Manager

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)  
Martina See, Assistance Officer

16b. RECIPIENT

(Authorized Signature)

16c. DATE SIGNED

8/19/03

17b. UNITED STATES OF AMERICA

BY

(Signature of Assistance Officer)

17c. DATE SIGNED

8/22/03

**ASSISTANCE AGREEMENT**  
**Between**  
**The McKenzie Watershed Council**  
**And**  
**The Bureau of Land Management, Eugene District**  
**HAA031N00**

**I. Statement of Objectives**

**A. Purpose:** This Assistance Agreement is entered into by the Bureau of Land Management (hereinafter referred to as BLM) and the McKenzie Watershed Council (hereinafter referred to as the Council), for the following purposes:

1. To provide a framework to coordinate stream, riparian, and upland restoration projects and management practices within McKenzie River Watershed, on public and private lands, that will improve watershed health.
2. To coordinate comprehensive planning, assessment and programs for the strategic management of the McKenzie River Watershed.
3. To restore native species habitat and thereby native fish and wildlife species populations in the McKenzie River Watershed.
4. To provide joint opportunities for community-based education on the values and functions of the McKenzie River Watershed.
5. To share resources, between BLM and the Council, including equipment, office space, and personnel expertise, where mutual benefit to public land management and overall watershed health would be realized.

**B. Objectives:** The objective of this Assistance Agreement is to 1) provide a means of joint cooperation between the BLM and the Council in order to improve watershed health within the McKenzie River Watershed and 2) provide for the transfer of funds and/or materials from BLM to the Council for project design, contract administration, and project implementation activities associated with restoration of the McKenzie River Watershed.

**C. Authority:**

1. Jobs-in-the-Woods, Public Law 108-7, Sec. 315 which states "Notwithstanding any other provision of law, for fiscal year 2003 the Secretaries of Agriculture and the Interior are authorized to limit competition for watershed restoration project contracts as part of the "Jobs in the Woods" component of the President's Forest Plan for the Pacific Northwest to individuals and entities in historically timber-dependent areas in the States of Washington, Oregon, and northern California that have been affected by reduced timber harvesting on Federal lands." P.L. 106-113 is considered as legislative authority to provide funding for watershed restoration projects to "individuals and entities in historically timber-dependent areas."

2. Wyden Amendment - Watershed Restoration and Enhancement provides a framework by which OR/WA BLM may enter into contracts or agreements to permit funding work on non-BLM land. The Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment (Public Law 104-208, Section 124), as amended (Public Law 105-277, Section 136), states:

“Appropriations made for the BLM may be used by the Secretary of Interior for the purpose of entering into cooperative agreements with the heads of other Federal agencies, tribal, State, and local government, private and nonprofit entities, and landowners for the protection, restoration, and enhancement of fish and wildlife habitat and other resources on public or private land...”

BLM policy in regards to the Wyden Amendment states: To protect the Government's interest when the BLM and private parties are entering into a contract or agreement, e.g. for construction of improvements or protection from liability, create an enforceable “land use agreement” which defines the obligations and remedies of the parties. The agency is bound by minimum implementing requirements including:

- a. BLM has funds available to enter into such agreements and the expenditure of those funds must be in the public interest.
- b. The project must have direct benefit to biotic resources on public land administered by BLM in the watershed, and must be more critical to the health of those biotic resources than the effect that work on public land would have on those resources.

3. Secure Rural Schools and Community Self Determination Act of 2000, Public Law 106-393 (16 U.S.C. 500) Title II – Special Project on Federal Lands. Section 204 Evaluation and Approval of Projects by Secretary Concerned (e) Implementation of Approved Projects (1) Cooperation. – Notwithstanding chapter 63 of title 31, United States Code, using project funds the Secretary concerned may enter into contracts, grants and cooperative agreements with States and local governments, private and nonprofit entities, and landowners and other persons to assist the Secretary in carrying out an approved project. Section 202. General Limitation on Use of Project Funds. Project funds shall be expended solely on projects that meet the requirement of this title. Project funds may be used by the Secretary concerned for the purpose of entering into and implementing cooperative agreement with willing Federal agencies, State and local governments, private and nonprofit entities, and landowners for protection, restoration and enhancement of fish and wildlife habitat, and other resource objectives consistent with the purposes of this title on Federal land and on non-Federal land where projects would benefit these resources on Federal land.

4. Federal Land Policy and Management Act of 1976, Public Law 95-224 authorizes the use of grants and cooperative agreements for transfer of money when “the principal

purpose of the relationship is ... to accomplish a public purpose of support or stimulation authorized by Federal statute”

D. Benefits: This agreement will support a means for providing an effective cooperative working relationship between the BLM and the Council, and combine technical expertise, funding and services toward the goal of restoring aquatic and upslope habitats to benefit native fish and wildlife species and water quality. These types of cooperative relationships help to more effectively address water quality and native species concerns in areas with intermingled private and public land ownership and provides incentives for private involvement to resolve those concerns. This work also improves working relationships with partners involved in the effort.

## II. Definitions

A. Agreement: This cooperative agreement.

B. Assistance Officer (AO): The BLM’s Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement or any task order (TO) thereto. The AO is responsible for monitoring the agreement for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement and closing out the agreement.

C. Assistance Representative (AR): The BLM’s Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work that is clearly within the scope of the work specified in this agreement. The AR is not authorized to issues changes or in any other way modify this agreement.

D. The Bureau of Land Management (BLM). May also be referred to as Bureau.

E. The code of Federal Regulations (CFR).

F. Fiscal Year (FY). The Federal fiscal year that extends from October 1 of one year through September 30 of the following year.

G. McKenzie Watershed Council. Also referred to as the Council. The Council is a group formed, and subsequently sanctioned by the Lane County Commissioners in support of the Oregon Plan for Salmon and Watershed, to assess condition in the McKenzie watershed and to assist the community in developing and implementing activities in the interests of watershed health.

H. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount.

I. The Office of Management and Budget (OMB).

J. Project Inspector (PI): The BLM's project inspector. At the time of award, a BLM employee(s) may be appointed as the PI. IF appointed, the PI will be responsible for providing on-site inspection of the work and for giving the Council representative any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.

K. Project Manager: The recipient's Project Manager. This individual will be responsible for supervision and day-to-day operation of the agreement, accomplishment of tasks, and preparation of any required reports.

L. Responsible Official: the recipient's Responsible Official. The responsible official is the individual who is authorized to act for the recipient's organization and commit the recipient to compliance with the terms and conditions of the agreement.

M. Task Order (TO): The order which is used against the agreement to obligate funds for specific services provided.

### III. Project Management Plan:

BLM agrees to:

A. Designate BLM personnel from the McKenzie Field Office as the primary agency representatives to serve on Council committees and be the contact for initiation and consultation on issues of mutual interest and management proposals.

B. Make available resource professionals for technical assistance, when personnel and requested skills are available and approved by BLM. BLM will inform the Council if requested assistance cannot be provided within the needed time period.

C. Make recommendations, when requested, in a technical advisory capacity, on project design, and funding and implementation priority, on private lands. Make decisions on project design, and funding and implementation priority on federal lands.

D. Provide liaison with various government bodies, groups, and individuals, when conducting watershed analysis on federal lands or when involved in watershed assessments or a member in updating Council Watershed Action Plans.

E. Provide payments to the Council in accordance with Section VI, Financial Support agreement and applicable OMB and Treasury Regulations.

The Council agrees to:

A. Provide the opportunity for BLM personnel to serve on council committees.

B. Inform BLM of upcoming meetings and technical assistance requests in advance, and keep BLM informed of anticipated needs and scheduling.

C. Explore other means for project planning, design, implementation, and monitoring work to fulfill watershed restoration purposes including services of watershed council employees, volunteers, private consultants and partnerships.

D. Make decisions on project design, and funding and implementation priority on private lands, and coordinate interests, plans and resources on private lands, where negotiations are developing or agreements have been finalized.

E. Obtain a Land Use Agreement prior to commencement of project work on private lands funded through this agreement.

F. Land Use Agreements, or other documentation necessary for BLM to commit Federal funds for restoration activities.

IV. Term of Agreement This agreement shall be effective for a period of 5 years after signing by the Assistance Officer, unless terminated in accordance with the provisions of 43 CFR Subpart F, Section 12.961.

V. Task Orders

A. Issuance Task orders will be issued in writing by the Assistance Officer and must be signed by both the authorized responsible official and the AO to be effective.

B. Contents.

1. The specifications or statement of work which specifies what will be performed under the TO.

2. A list of any deliverable items that is required.

3. Any necessary drawings and/or location maps.

4. The delivery schedule or completion time which has been negotiated based on the level of difficulty, site location, etc.

5. A detailed budget submitted on form SF-424A, Budget Information with a NTE for the task.

6. Any other detail of information necessary.

VI. Financial Support

A. This agreement shall be funded by issuance of TOs based on the availability of BLM funding. The Council hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

B. Funds obligated for a specific TO but not expended in that FY can be carried forward and expended in the subsequent FY.

C. \$250,000. represents the NTE amount for which the BLM will be responsible under the terms of this agreement.

## VII. Payments

### A. Electronic Funds Transfer Payments

1. Payment under this agreement will be made by the Government by electronic funds transfer through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH). The recipient must apply and be in the Central Contractor Registration system to continue to receive payments after 1 October 2003, otherwise the ASAP system below can be implemented for easier payment method. Please contact the Assistance Officer for more information.

2. Afterward, but no later than 14 days before an invoice or Agreement-financing request is submitted, the Council shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

Bureau of Land Management  
National Business Center, BC-630  
Denver Federal Center, Bldg. 50  
Denver, CO 80225-0047

3. If a designation has been submitted to the BLM under a previous agreement, it is not necessary to complete another SF-3881 unless you are changing your designation of financial institution.

B. The McKenzie Watershed Council shall be entitled to reimbursement at least quarterly upon submission of an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the AR. Payments shall be governed by the provisions of 43 CFR Subpart C, Section 12.922 and 12.952.

C. If advance payments are made the McKenzie Watershed Council must submit a Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.

D. Advance payments shall be made only in amounts necessary to meet current disbursement needs and shall be scheduled so that the funds are available only immediately prior to their disbursement.

## VII. Payments.

A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

2. Recipient enrollment in ASAP is accomplished in one of the two following ways:

a. Recipients *already participating with another Federal agency* need only complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form.

b. Recipients *not currently enrolled in the ASAP system* should complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete and return those forms to the Department of the Treasury and they will send the recipient the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

3. Once the recipient has been assigned an ASAP Requestor ID by the Department of Treasury, the BLM Assistance Officer will create an ASAP Account ID unique to this agreement. The first nine characters will be the agreement number (reference block 1 of agreement cover page, BLM Form 1511-1). The remaining three characters will identify BLM funding line items. Drawdown of funds will not be authorized under this agreement until the completion of the task and delivery of the report.

B. The recipient will be required to complete a Standard Form (SF) 270, Request for Advance or Reimbursement, and backup documentation and mail or fax it to the Assistance Officer at the same time they make an ASAP fund drawdown. ***Failure to submit an original SF-270 at time of drawdown may result in the BLM requiring agency review prior to release of funds using the ASAP system.***

C. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. ***If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.***

This recipient is subject ☒ Is not subject ☐ To Agency Review for payment requests.

#### VIII. Property Management and Disposition



Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43CFR, Subpart F, Section 12.930 through 12.937.

IX. Deliverables and Reports.

Submit one copy of an annual performance report to the Assistance Representative within 90 days after the end of the fiscal year. The performance report must be prepared in accordance with 43CFR, Subpart F, Section 12.951 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

X. Key Officials

A. Assistance Officer (AO)  
Martina R. See, OR952  
Bureau of Land Management  
333 SW First Ave  
Portland, OR 97204  
503-808-6221

B. Assistance Representative  
Emily Rice, BLM – Eugene District  
Bureau of Land Management  
P.O. Box 10226  
Eugene, OR 97440  
541-683-6427

C. Responsible Official for the McKenzie Watershed Council  
Jim Thrailkill, Coordinator  
McKenzie Watershed Council  
P.O. Box 53  
Springfield, OR 97477  
1-541-687-9076

XI. Terms and Conditions

A. Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) these terms and conditions; and (e) all agreement sections, documents, exhibits, and attachments; and (f) all TO sections, documents, exhibits, and attachments.

B. This agreement may be modified by written agreement signed by both a Council Official and the Assistance Officer. Administrative changes (e.g., names changes), which do not

change the project management plan, NTE amount, etc., or otherwise affect the Council may be signed unilaterally by the AO.

C. National policy is to place a fair share of purchases with minority business firms. The Departments of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients of Federal funds to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange timeframes for purchases and contracts to encourage and facilitate participation by small businesses, minority owned firms, and women's business enterprises.
3. Consider contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority owned firms, and women's businesses.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

## **XII. General Provisions**

A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs are incorporated by reference.

C. OMB Circular A-122, Cost Principle for Nonprofit Organization is incorporated by reference.

D. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

E. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I and completed Form DI-2010 are incorporated by reference.

F. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

G. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.

H. Compliance with Buy American Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 1998, Public Law 105-83, 111 Stat. 1590, be advised of the following:

1. None of the funds made available in this agreement may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of Marcy 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").
2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
3. Recipient agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

I. Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

J. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

K. Increasing Seat Belt Use in the United States. Recipients of cooperative agreements and or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seatbelts and the consequences of not wearing them.